

MIAMI-DADE COUNTY, FLORIDA

AMENDMENT NO. 4

Agreement Number: BW7220-4/12-1 & FL0117

Contract Title: "LEVI, RAY & SHOUP, INC. CPU LICENSE AGREEMENT"

Licensor: Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

This Amendment No. 4 ("Agreement") once signed by both parties shall be effective on the earliest date set forth below ("Effective Date"), between Levi, Ray & Shoup, Inc. ("Licensor") and Miami-Dade County ("Licensee").

WHEREAS, Licensee and Licensor have entered into a CPU License Agreement Version 2.6M dated April 3, 2001, an Amendment No. 2 dated January 9, 2009 for a five (5) year Term for the Software VPS®, VPS/TCPIP, and DRS, and an Amendment for Additional Printers, Versions 3.3 dated April 23, 2012 (collectively "License Agreement"); and

WHEREAS, Licensee and Licensor desire to extend the Term of the License Agreement; and

NOW, THEREFORE, in consideration of the License Agreement and the mutual promises set forth below, the parties hereto agree to the following:

1. The parties agree to extend the Term of the License Agreement through April 30, 2018. The aggregate number of printers, devices and/or destinations that may be defined or receive output (hereafter "supported printers") using the VPS®, VPS/TCPIP, and DRS Software shall be six hundred (600).
2. **License Fee:** The license fees set forth under the License Agreement shall be replaced with the table below. These license fees are exclusive of any increases due to licensing of additional supported printers.

Time Period Covered	License Fee	Payment Due Date
May 1, 2013 – April 30, 2014	\$55,590.00	May 1, 2013
May 1, 2014 – April 30, 2015	\$55,590.00	May 1, 2014
May 1, 2015 – April 30, 2016	\$55,590.00	May 1, 2015
May 1, 2016 – April 30, 2017	\$55,590.00	May 1, 2016
May 1, 2017 – April 30, 2018	\$55,590.00	May 1, 2017

3. The continuation of this Agreement is contingent upon the appropriation by the legislature or funding source of funds to fulfill the requirements of the Agreement. If sufficient funds as determined by the user agency are not appropriated to provide for continuation of the Agreement, the Agreement shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. Licensee will give thirty (30) days or as much notice as possible of an appropriation problem. Licensee agrees (a) not to effect termination under this provision for the purpose of replacing these items with functionally similar items provided by others; (b) that it will use its best efforts to obtain approval of necessary funds to continue the Agreement or order by taking the appropriate action to request adequate funds to continue the Agreement in force; and (c) that this provision is not considered a convenience termination.
4. The parties agree that any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, scanned image) may be delivered, fully or partially executed, to the other party electronically

(e.g., facsimile or electronic mail). Any such reliable reproduction of this Agreement shall be considered an original in all respects and any authorized signature thereon shall be deemed genuine irrespective of whether the signature is an original or a reproduction made by reliable means.

5. Should there be a conflict between this Amendment and the License Agreement, the terms and conditions of this Amendment shall control and prevail; in all other respects, the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives signing the signature blocks below.

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

Signature

John Howerter

Print Name

Sr. Vice President – Product Marketing

Title

Date

9/24/2012

ACCEPTED BY LICENSEE:

Miami-Dade County
5680 SW 87th Avenue
Miami, FL 33173

Signature

Carlos Gimenez

Print Name

Mayor

Title

Date

12/19/12

Attest.

Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

